

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration (Bid Room) 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024	2. PAGE OF PAGES: 1 OF 62 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: CFSA-09-I-0004 5. DATE ISSUED: October 9, 2009 6. OPENING DATE/CLOSING DATE & TIME: October 9, 2009 /November 10, 2009 2:00 PM (EST) local time
7. TYPE OF SOLICITATION: <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"	

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE – November 10, 2009 @ 2:00 PM (EST)**

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Pamela Glover Contract Specialist	TELEPHONE NUMBER: (202) 724-7579	B. E-MAIL ADDRESS: pamela.glover@dc.gov
----------------------	---	--	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40-50
X	B	Supplies/Services and Price/Costs	2-8	PART III – List of Documents, Exhibits and Other Attach			
X	C	Description/Specs/Work Statement	9-20	X	J	List of Attachments	51
X	D	Packaging and Marking	21	PART IV – Representations and Instructions			
X	E	Inspection and Acceptance	22	X	K	Representations, Certifications and other Statements of Bidders	52-54
X	F	Deliveries or Performance	23-27	X	L	Instrs. Conds., & Notices to Bidders	55-60
X	G	Contract Administration	28-33	X	M	Evaluation Factors for Award	61-62
X	H	Special Contract Requirements	34-39				

OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for Bidders and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Tara Sigamoni		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

CFSA SOLICITATION/OFFER /AWARD FORM 33 (REV. 01-01)

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 Supplies or Services

- B.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking qualified contractors to provide home-based and community-based supplemental educational services, tutoring and remediation services to wards (students) of the District of Columbia, ages 6 to 18, in accordance with the requirements as stated in Section C of this solicitation.
- B.1.2 The District may service approximately 420-1650 clients.
- B.1.3 The Contractor must provide all necessary labor, management, supervision, equipment, materials, transportation, facility(ies) and any other items necessary to provide Tutoring Services as referred by CFSA.

B.2 Type of Contract

- B.2.1 The resulting contract(s) from this solicitation will be IDIQ contract(s) with fixed unit hourly prices. Pursuant to the requirements of 27 DCMR § 2416.10, the contract minimum and maximum for the term of the contract shall be as stated in section B.3.

B.3 PRICE SCHEDULE**B.3.1 BASE PERIOD – Aggregate Award Group****CLINS 0001-0006**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Hours (A)	Price Per Hour (B)	Maximum Annual Hours (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
0001	Individual Tutoring (Home based and Community based)	Hours (Grades 1-5)	288	\$_____	120,960	\$_____	\$_____
0002	Group Tutoring (Home based and Community based)	Hours (Grades 1-5)	144	\$_____	60,480	\$_____	\$_____
0003	Individual Tutoring (Home based and Community based)	Hours (Grades 6-8)	288	\$_____	120,960	\$_____	\$_____
0004	Group Tutoring (Home based and Community based)	Hours (Grades 6-8)	144	\$_____	60,480	\$_____	\$_____
0005	Individual Tutoring (Home based and Community based)	Hours (Grades 9-12)	288	\$_____	120,960	\$_____	\$_____
0006	Group Tutoring (Home based and Community based)	Hours (Grades 9-12)	144	\$_____	60,480	\$_____	\$_____
Total							\$_____

Number of clients Contractor is capable of providing services to: _____
(enter maximum number here)

B.3.2 Option Year One - Aggregate Award Group CLINS 1001-1006

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Hours (A)	Price Per Hour (B)	Maximum Annual Hours (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
1001	Individual Tutoring (Home based and Community based)	Hours (Grades 1-5)	288	\$_____	120,960	\$_____	\$_____
1002	Group Tutoring (Home based and Community based)	Hours (Grades 1-5)	144	\$_____	60,480	\$_____	\$_____
1003	Individual Tutoring (Home based and Community based)	Hours (Grades 6-8)	288	\$_____	120,960	\$_____	\$_____
1004	Group Tutoring (Home based and Community based)	Hours (Grades 6-8)	144	\$_____	60,480	\$_____	\$_____
1005	Individual Tutoring (Home based and Community based)	Hours (Grades 9-12)	288	\$_____	120,960	\$_____	\$_____
1006	Group Tutoring (Home based and Community based)	Hours (Grades 9-12)	144	\$_____	60,480	\$_____	\$_____
Total							\$_____

Number of clients Contractor is capable of providing services to: _____
 (enter maximum number here)

B.3.3 Option Year Two - Aggregate Award Group CLINS 2001-2006

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Hours (A)	Price Per Hour (B)	Maximum Annual Hours (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
2001	Individual Tutoring (Home based and Community based)	Hours (Grades 1-5)	288	\$_____	120,960	\$_____	\$_____
2002	Group Tutoring (Home based and Community based)	Hours (Grades 1-5)	144	\$_____	60,480	\$_____	\$_____
2003	Individual Tutoring (Home based and Community based)	Hours (Grades 6-8)	288	\$_____	120,960	\$_____	\$_____
2004	Group Tutoring (Home based and Community based)	Hours (Grades 6-8)	144	\$_____	60,480	\$_____	\$_____
2005	Individual Tutoring (Home based and Community based)	Hours (Grades 9-12)	288	\$_____	120,960	\$_____	\$_____
2006	Group Tutoring (Home based and Community based)	Hours (Grades 9-12)	144	\$_____	60,480	\$_____	\$_____
Total							\$_____

Number of clients Contractor is capable of providing services to: _____
 (enter maximum number here)

B.3.4 Option Year Three – Aggregate Award Group CLINS 3001-3006

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Hours (A)	Price Per Hour (B)	Maximum Annual Hours (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
3001	Individual Tutoring (Home based and Community based)	Hours (Grades 1-5)	288	\$_____	120,960	\$_____	\$_____
3002	Group Tutoring (Home based and Community based)	Hours (Grades 1-5)	144	\$_____	60,480	\$_____	\$_____
3003	Individual Tutoring (Home based and Community based)	Hours (Grades 6-8)	288	\$_____	120,960	\$_____	\$_____
3004	Group Tutoring (Home based and Community based)	Hours (Grades 6-8)	144	\$_____	60,480	\$_____	\$_____
3005	Individual Tutoring (Home based and Community based)	Hours (Grades 9-12)	288	\$_____	120,960	\$_____	\$_____
3006	Group Tutoring (Home based and Community based)	Hours (Grades 9-12)	144	\$_____	60,480	\$_____	\$_____
Total							\$_____

Number of clients Contractor is capable of providing services

to: _____

(enter maximum number here)

B.3.5 Option Year Four – Aggregate Award Group CLINS 4001-4006

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Hours (A)	Price Per Hour (B)	Maximum Annual Hours (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
4001	Individual Tutoring (Home based and Community based)	Hours (Grades 1-5)	288	\$_____	120,960	\$_____	\$_____
4002	Group Tutoring (Home based and Community based)	Hours (Grades 1-5)	144	\$_____	60,480	\$_____	\$_____
4003	Individual Tutoring (Home based and Community based)	Hours (Grades 6-8)	288	\$_____	120,960	\$_____	\$_____
4004	Group Tutoring (Home based and Community based)	Hours (Grades 6-8)	144	\$_____	60,480	\$_____	\$_____
4005	Individual Tutoring (Home based and Community based)	Hours (Grades 9-12)	288	\$_____	120,960	\$_____	\$_____
4006	Group Tutoring (Home based and Community based)	Hours (Grades 9-12)	144	\$_____	60,480	\$_____	\$_____
Total							\$_____

Number of clients Contractor is capable of providing services
to: _____
(enter maximum number here)

B.3.6 Grand Total

Period of Performance	Extended Total
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two (B.3.3)	\$ _____
Option Year Three (B.3.4)	
Option Year Four (B.3.5)	
Grand Total	\$ _____
Evaluated (LSDBE) Total	\$ _____

END OF SECTION B

SECTION C: SCOPE OF WORK REQUIREMENTS

C.1 Scope of Services

- C.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA) is seeking Contractors to provide home-based and community-based supplemental educational services, tutoring and remediation services to wards (students) of the District of Columbia, ages 6 to 21, in individual sessions or group settings.
- C.1.2 Provided such approaches are consistent with the content and instruction of the Board of Education that governs the school District the child is currently attending, on the State and Federal level. These services are required to improve the academic achievement level of the student and must be research-based, meet high quality standards, and be specifically designed to increase the student's knowledge base.
- C.1.3 The Contractor shall ensure that all employees, subcontractors or agents comply with the respective laws, and regulations and standards when providing services under this Contract.
- C.1.4 The Contractor shall comply with all Federal, State and local laws governing the health, safety, and care of the student in effect during the period of the contract, and all CFSA policies.

C.2 Definitions

- C.2.1 **CFSA COTR**– the CFSA staff member responsible for overseeing the performance of the contract deliverables.
- C.2.2 **Client** – a committed ward (student) of the Child and Family Services Agency referred to the contractor for the provision of tutoring services.
- C.2.3 **Contractor** – A consultant, vendor, Provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.
- C.2.4 **Group Session** – shall be composed of no more than four students within a grade range of one (1) year. The contractor shall also group based on subject matter and maturity of the students. Students, who are not CFSA clients, shall not participate in the tutoring sessions. The Contractor shall provide services at a designated site approved by the Contractor, foster parent, guardian or the CFSA COTR. Each group session shall be twice a week for a minimum of two (2) hours and not exceed four (4) hours per session.

- C.2.5 **Individual Session** – Are one-on-one: student-to-instructor, when requested by CFSA at the student's residence or a site designated and approved by the Contractor, foster parent, guardian, or the CFSA COTR.
- C.2.6 **Instructor/Tutor** – for the purpose of this agreement, the term instructor shall be interchangeable with tutor or otherwise the individual actually performing the services.
- C.2.7 **ISSP** – Individualized Student Service Plan, is a written statement that outlines the overall goals to be achieved as a result of the child's participation in tutoring. The ISSP is based on the results of the preliminary assessment conducted by the tutor, a detailed analysis of the student's academic records to determine the academic areas in which the child needs improvement, and an analysis of the client's study habits. The ISSP is developed by the tutor for each child and addresses each child's individual learning style. It also specifies the recommended frequency, duration, and estimated length of service, and the service(s) that child will receive (i.e., study skills, such as time management, organization, learning styles, concentration and memory, and taking notes). Generally, the ISSP results from a collaboration of CFSA social workers and CFSA COTR, parent/guardians, teachers and tutor.
- C.2.8 **ILP** – Individualized Learning Program, is the student's personal educational plan that is developed to achieve the goals of the ISSP. The ILP will specify the ISSP goals that are the current focus of tutoring sessions, and the objectives developed to measure the client's progress toward achievement of the goals. The ILP must also include the activities selected, materials used, and assessment tools for each learning objective. The ILP is developed to address the client's learning style identified through the ISSP in order for the Tutors to teach tips and strategies to the client and caretaker that will help children better comprehend and retain their lessons. The ILP should be revised and updated based on the student's progress, as needed.
- C.2.9 **Out of Home Placement** – Foster care placement of a child within a setting other than his/her natural home.
- C.2.10 **Personnel File** – must include, but not be limited to, application for employment, resume or employment history, professional and personal references, applicable credentials/certifications, all required clearance documents, records of any required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations, and date and reason(s) if terminated from employment.
- C.2.11 **Pre-Assessment/Evaluation** – The Contractor shall conduct a preliminary assessment of each tutoring student's academic needs and instructional requirements. This is a mandatory service that is considered essential to determine the focus of learning needs and style of instruction that will be conducted by the tutor.
- C.2.12 **Post-Assessment/Evaluation** – The Contractor shall conduct a final assessment of each tutoring student within two weeks of completion of services. The Contractor, independent of the assigned tutor(s) shall also report on the level of effort and contribution of the tutor.
- C.2.13 **Quality Assurance Plan** - outlines the Contractor's strategy to evaluate and demonstrate that the needs of the client and the provisions in the contract are being met. This plan is evidence-based and outcome driven.

- C.2.14 **Referral** – process that initiates the provision of tutoring services for clients that the vendor is being asked to serve. See Section G.8.
- C.2.15 **Service Level** – the number of hours of tutoring service provided per month per client, learning strategies and timelines, academic objectives, and reporting methodology.
- C.2.16 **Staff Person** – a staff person of the Contractor, who is an individual directly involved with a tutoring student’s on-going academic assessment.
- C.2.17 **Student** – a child/client, between the ages of six (6) and twenty-one (21), enrolled in a general or special education program and receiving tutoring services.
- C.2.18 **Tutoring** – an individual and group supplemental educational service or academic enrichment instruction designed to increase the academic achievement of eligible children and youth.
- C.2.19 **Unusual Incident** - any significant occurrence or extraordinary event which is different from the regular routine or which varies from established procedures. Examples of unusual incidents include, but are not limited to, physical abuse, sexual abuse/relations, serious injury (deliberate or accidental), abscondences, contraband, serious complaints from family or visitors, criminal acts, and the likes.

C.3 Background

- C.3.1 The Child and Family Services Agency (CFSA) is required to provide tutoring services to children between the ages of six (6) and twenty-one (21) enrolled in a general or special education program, that are committed to the agency for abuse and neglect. The services required for this solicitation include home-based and community-based supplemental educational services.
- C.3.2 The need for tutoring services is determined by the Social Worker who makes a request for services through the Office of Clinical Practice (OCP). OCP, upon receipt of referral, reviews the referral to make determination as to service need. If appropriate, the child will be referred to a Contractor responsible for ensuring age-appropriate services are provided to meet the child’s needs and assist with developing short- and long-term goals.
- C.3.3 The Office of Clinical Practice monitors the timeliness and effectiveness of tutoring services. OCP makes recommendations regarding the frequency and duration of tutoring hours provided per child upon initiation of services. Each child has a maximum number of services hours allowable. If requesting extended service to a child, a request for additional hours and time must be submitted to OCP for approval before the services can be extended.

C.4. Service Requirements

- C.4.1 The Contractor shall provide the following requirements as specified in Section C.
- C.4.2 The student may continue to reside at home, or may be in out-home placement within the Baltimore/Washington area, or outside the metropolitan area, (also known as “out-of-state” placements.) For purposes of this contract, the metropolitan area is defined as the District of Columbia; Prince George’s County, Maryland; Montgomery County, Maryland; Alexandria, Virginia; Arlington County, Virginia; Fairfax County, Virginia; Baltimore County, Baltimore City and Anne Arundel, Maryland. When requested by the Contracting Officer as a result of a court

order or otherwise, the Contractor shall provide out-of-state services in accordance with this contract.

- C.4.3 The Contractor shall provide home and/or community-based supplemental educational services to any CFSA clients referred by the District that reside within a 75-mile radius of Baltimore/Washington area.
- C.4.4 The Contractor shall provide tutoring services in a variety of academic disciplines, such as , English, Reading, Mathematics, Social Studies and Specialized Reading programs,.
- C.4.5 The Contractor must meet with the parent or caretaker, to develop an Individualized Student Services Plan (ISSP) that must be approved through the Office of Clinical Practice prior to rendering on-going services. The ISSP will indicate the specific achievement goals for the student, a timetable for meeting the achievement goals, and a timeframe for notifying the Social Worker and Parent of the student's progress.
- C.4.6 The Contractor must measure the student's progress using pre-and-post assessment tools that have been approved through the Office of Clinical Practice (OCP) and are consistent with standards, and the objectives set forth in the ISSP.
- C.4.7 The Contractor must follow the ISSP as developed with the parent or caretaker, Social Worker, and within the guidelines of the local school educational standards.
- C.4.8 The Contractor must provide the OCP, a report outlining the amount of instructional time that will be provided to each student. This includes the number of days, sessions, and instructional hours for service delivery, which will be determined by the CFSA COTR.
- C.4.9 Service delivery should be broken down into the following areas, but may be amended by the Office of Clinical Practice, when service changes are required.
- Grades 1 – 5
 - The tutor must be able to focus on:
 - Reading – including phonics, vocabulary, fluency, phonemic awareness, and comprehension.
 - Writing – five steps of writing process and master techniques for various types of writing.
 - Math – number recognition, multiplication and division, problem solving, time money, ratio/proportion/placement, addition and subtraction, fractions, measurements, graphing, geometry.
 - Study skills
 - Grades 6 – 8
 - Areas above, if not mastered.
 - Increase areas above to child's grade level, if below.
 - Read – word knowledge and vocabulary
 - Writing - Organizing the writing process, applying composition techniques' to grade level.
 - Math – Algebra, integers, probability and statistics, problem solving, geometry.
 - Study skills

- Grades 9 – 12
 - Areas above, if not mastered
 - Reading – word knowledge and vocabulary, comprehension.
 - Writing – organizing the writing process, applying composition techniques of grade level.
 - Math – Algebra I and II, geometry, trigonometry, pre-calculus.
 - Study skills

C.5 Reporting

- C.5.1 The Contractor shall conduct a preliminary assessment of each tutoring student's academic needs and instructional requirements within one week of receiving a referral for services from the CFSA COTR. All evaluations are to be submitted to the CFSA COTR within one week of completion.
- C.5.2 The Contractor shall provide a Monthly Progress Report for each student in accordance with the provision established in Section C.1 Scope of Services. This report shall be submitted to the CFSA COTR.
- C.5.3 The Contractor shall conduct a final assessment of each tutoring student's academic progress and instructional accomplishments within one week of terminating services with a student.
- C.5.4 The Contractor shall perform the required evaluation and tests to determine the results of student's participation in the tutoring program. This report shall be completed every ninety (90) days, in order to certify continuation in the tutoring program and must be submitted to the CFSA COTR within twenty (20) days before authorization expires. Each plan should be updated and revised based on the current needs of the client.
- C.5.4 The Contractor shall perform the required evaluation and tests to determine the results of student's participation in the tutoring program. The Contractor is expected to continuously assess the client's level of progress toward achieving the goals identified in the ISSP. The CFSA COTR will conduct a review of the client's progress toward achieving the goals outlined in the ISSP at periodic intervals determined by the CFSA COTR. The review will consist of an evaluation of the client's monthly progress reports and most recent report card and other educational evaluations, as well as consultations with the Tutor, foster parent, social worker, and/or client, as needed. This review shall occur no later than twenty (20) days before authorization for continuation of tutoring services expires. The Tutor shall update and revise the client's ILP based on the current needs of the client.
- C.5.5 The Contractor shall submit a verification of Tutor's performance to Praxis I and II test to the CFSA Educational Specialist upon hire of a staff person/tutor.
- C.5.6 The Contractor shall submit all specialized training and/or certification (e.g., special education or ESL (English as a Second Language) to the CFSA COTR of all staff persons/tutors.
- C.5.7 The Contractor shall provide individual monthly reports to the CFSA COTR for review. These reports shall be due no later than five (5) business days following the month when services were rendered.

- C.5.8 The Contractor shall provide Individualized Diagnostic Evaluation and materials to provide remedial and intervention services identified in the student's Individualized Learning Program (ILP) to the CFSA COTR for review and approval.
- C.5.9 The Contractor shall provide other reports as agreed upon by the Contractor and CFSA within the time frames agreed upon by the two parties.
- C.5.10 The Contractor shall contact the CFSA COTR at the time of a no-show or failure to participate by the client or caregiver that causes a lack of service on two (2) occasions within the same month.
- C.5.11 The Contractor shall ensure that all clients are serviced on the schedule agreed upon by the caretaker and the tutor. Failure to comply will result in a new agency contracted to provide services for that client.
- C.5.12 The Contractor will conduct quarterly random audits and reviews regarding the performance of each student and tutor, to ensure targeted goals and educational growths are occurring. This information shall be reported to the CFSA COTR on or before the twentieth (20) of the identified month, in writing.

C.6 Contractor Specific Requirements

C.6.1 Office Requirements

- C.6.2 The Contractor shall provide a commercial office space, within a 25-mile radius of the District of Columbia for general administration of the program, maintaining of records, processing of client referrals and supervision of Tutors. The Contractor's administration office shall accommodate site visits made by the CFSA COTR, and be in compliance with the Americans with Disabilities Act (ADA) requirements.
- C.6.3 The Contractor shall provide documentation to include Certificate of Occupancy, Licenses, Permits, Emergency Exit Plan at the time of a CFSA COTR site visit.
- C.6.4 The Contractor shall provide documentation of a Contingency Plan in the event facility is uninhabitable for the office space to be utilized by the Contractor to facilitate the provisions of tutoring services.

C.7 Transportation

The Contractor shall provide its own personal transportation to the Student's home or location where tutoring services are being delivered. The Contractor and tutors must have on file a copy of driver's license, driving record and insurance certificate.

C.8 Staff Qualifications

- C.8.1 The Contractor shall provide professional personnel that have the necessary teaching certification skills, to provide the tutoring services. For the purposes of this requirement, the minimum educational requirement for Tutors providing instruction shall be two completed years of college from an accredited College or University.
- C.8.2 The Contractor is expected to perform and maintain a screening or qualification process for tutors who will have direct contact with children and youth of the District of Columbia. The Contractor shall certify in writing, that the tutoring and professional personnel employed are highly qualified, experienced in supplemental educational services, and knowledgeable of instructional products and tutoring services improvements and participates in on-going professional development.
- C.8.3 At a minimum, the following areas of screening and compliance will be verified initially and periodically by CFSA on scheduled and unscheduled bases:
- Verification of tutor's past employment records, resume content, directly related experience and school transcripts.
 - Verification of the satisfactory completion of a minimum of two years of college.
 - Verification of claimed licensure or pending licensure from an educational agency.
 - Verification of claimed specialized training and/or certification: e.g., special education or ESL (English as a Second Language).
 - Ensure that all service providers and their employees are fingerprinted and have criminal background checks performed on annual bases, on or before each anniversary of hire conducted by the governing body for the state or local government.
- C.8.4 The Contractor shall have sufficient staffing to provide the level of service and supervision necessary for the safety of all clients referred to it. The Contractor shall notify the CFSA COTR within twenty-four (24) hours whenever the Contractor is unable to comply with the provision of services.
- C.8.5 The Contractor shall develop and utilize a staffing array that accommodates client conditions that might include disabilities such as hearing, speech, eye sight impairment, and any other physical impairment or cognitive emotional challenges/special needs; as well as make provisions for any non-English speakers in need of services.
- C.8.6 The Contractor's key personnel shall include the Clinical Director and staff who provide direct services to the clients. The Contractor shall furnish resumes to the CFSA COTR, and for any staffing positions later designated as key personnel by CFSA. The Contractor shall submit all changes made to key personnel prior to being made to the CFSA COTR, for review and approval.
- C.8.7 The Contractor's key personnel shall be able to clearly read, speak, write and understand English as the first language.
- C.8.8 The Contractor shall maintain job descriptions covering all positions funded under this contract. This documentation must be included in the Contractor's files and be available for inspection by CFSA COTR, upon request.

- C.8.9 The Contractor shall maintain a confidential personnel file as for each staff person employed under this contract. All personnel files shall be available for inspection by CFSA COTR upon request.
- C.8.10 The Contractor shall ensure that all staff hired to provide services have been cleared through the Child Protection Register, the FBI and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract, as well as the District of Columbia.
- C.8.11 The Contractor shall ensure that all staff hired to provide services have current health certificates for all staff readily available for review by the Administrator, Office of Clinical Practice or designee, indicating that they are free of communicable diseases and are of adequate health to work in close contact with the clients.
- C.8.12 The Contractor shall ensure that all staff hired to provide services to complete a Child Protective Registry and medical clearance on an annual basis, and a local jurisdiction clearance and a FBI clearance every two (2) years.
- C.8.13 The Contractor shall maintain clearance documents in the personnel files and make these documents readily available for review by the CFSA COTR for all employees prior to execution of this contract, and before any Tutor or other staff person is in contact with clients. There shall be no exceptions made for any Contractor employees or staff performing services under this contract.
- C.8.14 The Contractor shall ensure that all staff, including but not limited to consultants, do not have any prior conviction for any type of felony crime.
- C.8.15 The Contractor shall ensure that all Tutors carry photo identification when performing services for the clients that indicates the name of the Contractor agency and the name of the Tutor.
- C.8.16 The Contractor shall develop and implement a drug and alcohol policy for all staff, including but not limited to consultants. The policy shall include a screening program shall include mandatory initial testing; as well as ongoing testing for all employees at random intervals, and at the request of the CFSA COTR. The Contractor shall maintain the results of the initial testing, and subsequent testing, in the personnel files, and readily available for review by the CFSA COTR prior to the Contractor's acceptance of any CFSA referrals.
- C.8.17 The Contractor shall, upon discovery, discipline or terminate any staff found to be in violation of the drug and alcohol policy.
- C.8.18 The Contractor shall document supervisory actions, conferences, personnel evaluations, and any other pertinent information in employee personnel records.
- C.8.19 The Contractor shall provide annual training for a minimum of thirty (30) hours to all staff associated with providing tutoring services.

- C.8.20 The Contractor's training curriculum shall incorporate training in anger management, conflict resolution, non-violent crisis intervention, and the ability to de-escalate negative behavior. The Contractor shall submit a syllabus of this training to the CFSA COTR for review and approval. In addition, the Contractor shall provide ongoing training for each option year of this contract, and this training syllabus must also be submitted to the CFSA COTR for review and approval.

C.9 Provision of Services

- C.9.1 The Contractor shall assign a substitute tutor if the regular tutor is going to be absent for more than a week.
- C.9.2 The Contractor shall develop and utilize methods and techniques for provision of Individual Tutoring services between one Tutor and one individual client.
- C.9.3 The Contractor shall develop and utilize methods and techniques for provision of Group Tutoring Services between one Tutor and a small group ranging between two (2) and four (4) students.
- C.9.4 The Contractor shall not make any changes to the assigned Tutor without the consent of the CFSA COTR.
- C.9.5 A number of behaviors are regarded as incompatible with CFSA goals, values, and program standards, and therefore are considered unacceptable and prohibited by Contractor's staff and Tutors in the provision of tutoring services. If the Contractor's staff engages in any of the unacceptable behavior, as specified but not limited to the information listed below, the Contractor shall discipline the offending staff.
- a) Corporal punishment or physical restraint of clients.
 - b) Unwelcome physical contact, such as inappropriate touching, patting, pinching, punching, and physical assault. CFSA does not condone corporal (spanking, hitting, name-calling) punishment of clients.
 - c) Unwelcome physical, verbal, visual, or behavioral mannerisms or conduct that denigrates, shows hostility, or aversion toward any client.
 - d) Demeaning or exploitive behavior of either a sexual or non-sexual nature, including threats of such behavior.
 - e) Display of demeaning, suggestive or pornographic material.
 - f) Sexual abuse or neglect of a client.
 - g) Denigration, public or private, of any student, parent/guardian or family member.
 - h) Denigration, public or private, of political or religious institutions or their leaders.
 - i) Offensive language or language deemed offensive (curse words, ethnic slang, gender-specific slang) while serving in such capacity.

- j) Intentional violation of any local, state or federal law.
- k) Administration of medicine to Student. If a Student appears to be in need of urgent medical attention, the Tutor is instructed to dial 911 or take the Student to the nearest emergency room.
- l) Subjection or coercion of a Student to attend events or participate in activities deemed inappropriate. This includes viewing films that are R, NR and X-rated (PG-13 films may be attended by youth over 13); exposure to written or internet materials that contain sexually explicit or graphic language and pictures; participation in rough physical contact activities.

C.10 Standards of Service Provided

- C.10.1 Tutoring Services shall be performed at a level deemed satisfactory by the client and CFSA COTR. When the client, parent or caretaker and the CFSA COTR expresses dissatisfaction with the performance, the Contractor shall make an effort to satisfy the client within 10 days by re-instructing/counseling the tutor, consulting with the CFSA COTR, or assign a new tutor.
- C.10.2 If the Contractor determines that services cannot be rendered for reasons beyond its control (e.g. the client refuses services or refuses entry, the family interferes with the service), the Contractor shall contact the CFSA COTR for instructions.

C.11 Conflict-of-Interest

- C.11.1 Through training and supervision, the Contractor shall ensure that every effort is made to make tutors aware of the need to avoid a conflict-of-interest. The Contractor shall maintain policies and procedures and provide training to ensure that clients and tutors are not involved in situations in which conflicts-of-interest may develop and will make reasonable efforts to ensure that situations in which problems may develop are avoided. Examples of inappropriate activities include, but are not limited to: tutors residing in the homes of clients for whom they work, tutors accepting gifts from clients, tutors accepting loans or personal property from clients, and tutors engaging in outside business activities in the homes of clients.

C.12 Non-Refusal of Referral

- C.12.1 CFSA reserves the right to refer clients in any facility or program which it determines is a proper referral as indicated by the referral activities of its referral office and the CFSA COTR.
- C.12.2 The Contractor may not refuse to accept a referral made through the Office of Clinical Practice. Any such refusal to accept a referral made in accordance with this contract shall be grounds to terminate the Contractor for default and assessment of Liquidated Damages.
- C.12.3 After referrals of the clients into its program, if a contractor still feels that it is an inappropriate referral, they may ask for a review of the referral. The request for the review

shall be made during routine business hours or the next business day and should be addressed to the Program Manager of the Innovative Family Support Services Administration (IFSSA), The Office of Clinical Practice shall schedule the informal review within five (5) days of receipt of the request.

C.12.4 The IFSSA Program Manager, Office of Clinical Practice, shall conduct the informal review within five (5) business days; the Office of Clinical Practice shall transmit to the contractor a written decision concerning the referral within three (3) business days of a completed informal review.

C.12.5 Should the contractor not be satisfied with the Program Manager's written decision, the contractor may request in writing a formal review with the IFSSA Administrator, Office of Clinical Practice.

C.13 Client Records

C.13.1 The Contractor shall develop an enrollment and ongoing client tracking process in a format acceptable to the CFSA COTR that includes, but may not be limited to, a monthly roster of clients, including client's name, client's date of birth, client's FACES ID number, name of Tutor, and Tutoring activities provided for the client, and service type.

C.13.2 The Contractor shall develop an approach for managing records maintained on each CFSA client served that contain all relevant documentation on referrals, needs assessments and service plans, modifications to service plans, service logs, and narrative notes on functioning of the client.

C.13.3 The Contractor shall develop and maintain a file on each client referred for services. The file shall include but not be limited to the following: 1) name, birth date, and last address of the client; 2) an ISSP and an ILP developed by the Contractor and completed within the time frame set forth in Section G.8; 3) names and locations, if known, of any other family members; 4) any unusual incident reports; 5) a copy of the referral; 6) samples of the student's work to document the child's progress toward achieving the ISSP goals, 7) copies of all assessments administered.

C.14 Significant Changes and Emergencies Reports

C.14.1 The Contractor shall report significant client changes and emergencies to the Child and Family Services Agency. Significant changes are to be reported in writing via electronic transmission to the CFSA COTR within three days, but emergencies must be reported by telephone immediately with a written report to follow within three days. Reports shall be made to the CFSA COTR.

C.15 Unusual Incident Reports

C.15.1 The Contractor shall report any "unusual incidents" as defined in section C.2.19. Unusual Incident reports shall be submitted in writing via electronic transmission to the CFSA COTR within 24 hours and shall include a report of the incident as well as all actions taken by the Contractor in response to the incident.

C.16 Progress Reports

- C.16.1 The Contractor shall develop, implement, and describe in detail a system for making progress reports on the condition or situation of clients upon request of the CFSA COTR. These reports may include but are not limited to: an assessment on the condition of a client, information about progress made toward reaching goals or attaining an improved level of functioning; and information about whether the use of the tutoring service is meeting a client's needs. The CFSA COTR will provide instructions about the specific information needed in these reports when the request for a report is made.

C.17 Corrective Action Reports

- C.17.1 The Contractor shall report any corrective actions taken in response to compliance issues raised by the CFSA COTR and/or the Contracts and Procurement Administration. The Contractor shall respond in writing via electronic transmission of poor and unsatisfactory monitoring reports given to the Contractor by CFSA, and shall prepare and send to CFSA any other reports as requested.

C.18 Criminal Misconduct Reports

- C.18.1 If a client accuses a tutor of criminal misconduct, CFSA will and the Contractor shall both advise the client of his/her right to report the incident to law enforcement officials. The District will require the Contractor to provide a report within 30 days. The report shall contain confirmation that the Contractor made efforts to investigate the client's complaint (e.g. called the tutor in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client,) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Contractor shall reimburse the client for reasonable claims if there is reasonable indication that the Contractor or its employees were at fault. The report shall also include information regarding measures taken to prevent similar complaints from recurring and information about the results of the police investigation, if conducted. Each such case shall be evaluated on its individual merits.
- C.18.2 It is not mandatory to obtain a criminal conviction before reimbursing a client, and the standard of "reasonable indication" shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct will be considered a serious contract violation that will weigh heavily in the overall rating of service.

***** END OF SECTION C *****

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

***** END OF SECTION D *****

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.2 The Contractor shall permit, at the District's expense, a minimum of two (2) inspections at the Contractor's location by District representatives.
- E.3 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

*****END OF SECTION E*****

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract. If the District decides to renew the contract under section F.2.1, the option shall include the maximum number of clients as set forth in section B.1.3, which the contracting officer may revise in accordance with the Changes clause of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall make records, reports, and any other data and program information available to the Child and Family Services Agency via paper, electronic or in the form of observation through on-site visits conducted by CFSA staff.

F.3.2 MONTHLY ACTIVITY REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Monthly Report See Section C.12.1	The Contractor shall submit a monthly report in a format prescribed by CFSA, which includes but not limited to the number of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of hours of tutoring services provided during the month and year-to-date, the number of clients who have been inactive for 30 days or more. The report shall also include a brief discussion of any other reports made during the month and a summary of any factors that interfered with the provision of services.	No later than the 15 th of each month.
Tutoring Monthly Progress Report sheet and the Monthly In-Service Report See Section C.12.2	The Contractor shall submit an original Tutoring Monthly Progress Report sheet and the Monthly In-Service Report to CFSA's Fiscal Office and the CFSA COTR with its submission of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of hours of tutoring services provided during the month and year-to-date, the number of clients who have been inactive for 30 days or more after each contact, and reports must be original – no faxing/copies are to be submitted. The Contractor must submit copies of these two reports to the CFSA Education Specialist and the client's Social Worker as well, and maintain monthly phone contact with the Social Worker.	Once a month.
See Section C.12.1	The Contractor shall submit any additional data and reports as requested by the Child and Family Services Agency.	Submit within five days of a request from the CFSA COTR.

F.3.2 SIGNIFICANT CHANGES AND EMERGENCIES

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Significant Changes and Emergency Report Section C.12.2	Significant changes are to be reported in writing and emergencies must be reported by telephone with a written report to follow. Reports are to be submitted to the CFSA COTR .	Significant changes shall be submitted to the CFSA COTR within three days and emergencies are to be reported to the CFSA COTR immediately with a written report to follow within 3 days.

F.3.3 REPORTING UNUSUAL INCIDENTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Unusual Incident Reports See Section C.12.3	Written report shall be submitted to the CFSA COTR , report shall include detail of the incident as well as all actions taken by the Contractor in response to the incident.	Submit within 24 hours of the incident.

F.3.4 PROGRESS REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Progress Reports See Section C.12.4	Written reports for each child shall be submitted to the CFSA COTR monthly. Reports may include, but are not limited to: information about progress made toward reaching goals or attaining an improved level of functioning; information about whether the use of the tutoring service is meeting a client's needs, and the like. The CFSA COTR will provide instructions about the specific information needed in these reports when the request for a report is made.	Submit within five days of a request from the CFSA COTR . No later than the 5 th day of the following month.

F.3.5 CORRECTIVE ACTION REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Corrective Action Reports See Section C.12.5 Section C.17	Written reports shall be submitted to CFSA COTR in response to a report of less than satisfactory services provided to clients. Reports shall include: <ul style="list-style-type: none">• Information about actions taken to correct identified problems• Dates actions were taken.• Any follow up to ensure that problems are not recurring.	Submit within two weeks of the receipt of a monitoring report that identifies less than satisfactory services.

F.3.6 CRIMINAL MISCONDUCT REPORTS

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
Criminal Misconduct Report See Section C.12.6 Section C.18	<p>Written report shall be submitted to the CFSA COTR .</p> <p>In response to an accusation of criminal misconduct, the Contractor shall advise the client of his/her right to report the incident to law enforcement officials and shall provide a special report that includes:</p> <ul style="list-style-type: none"> • Confirmation that the Contractor made reasonable efforts to investigate the client's complaint (e.g. called the mentor in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, and the like) • Conclusions drawn following the investigation. • Decision and actions taken about reimbursing the client if the allegation involved a loss of property or money, • Information about what measures were taken to prevent similar complaints from recurring and • Information about the results of the police investigation, if there was one. 	Submit within 30 days of the report of the allegation.

F.3.7 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

*****END OF SECTION F*****

G.1 CONTRACT ADMINISTRATION

G.1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of contract administration that do not deal with the monitoring of programmatic performance, for which the CFSA COTR is responsible. All questions shall be directed in writing to the Agency Chief Contracting Officer, unless the Agency Chief Contracting Officer designates another contact person.

G.1.2 Contracts shall be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Tara Sigamoni
 Agency Chief Contracting Officer
 Government of the District of Columbia
 Child and Family Services Agency
 Contracts and Procurement Administration
 955 L'Enfant Plaza North, SW – Suite 5200
 Washington, DC 20024
 (202) 724-5300

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G.2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G.2.3 In the event that the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

G.3 CFSA COTR

G.3.1 The CFSA COTR shall be the person designated by CFSA to monitor programmatic aspects of contract performance/delivery of services. The Multi-Disciplinary Teaming Supervisor, Dr. Benjamin Dukes, or his designee, shall determine eligibility of clients for tutorial services and refer clients to the contractor, recommend and approve duration and frequency of services. The CFSA COTR shall have direct responsibility to, review Contractor's performance during the term of this contract and make recommendations to the Agency Chief Contracting Officer. The CFSA Certification Specialist shall review, approve and sign all invoices and verify all work performed prior to payment by CFSA.

G.3.2 The CFSA COTR for this contract is:
 Dr. Benjamin A. Dukes
 Multi-Disciplinary Teaming Supervisor
 Innovative Family Support Services Administration
 Office of Clinical Practice
 Child and Family Services Agency
 400 Sixth Street SW
 Washington, DC 20024
 202-715-7789
benjamin.dukes@dc.gov

G.4 INVOICE SUBMITTAL AND MPUR INFORMATION FOR INVOICING

- G.4.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.
- G.4.2 The Contractor will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.4.3 The Contractor shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.4.4 Once an MPUR is certified by the Contractor for the generation of an invoice, it cannot be modified.
- G.4.5 The Contractor must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.4.6 If the Contractor is unable to access the PPW, it is the Contractor’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.4.7 If there is a substantive, not technical, problem with the Contractor’s PPW invoice, it is the Contractor’s responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.4.8 If the Contractor fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.
- G.4.9 The Contractor shall submit invoices via email, to CFSA’s Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
 Fiscal Operations
 400 6th Street SW
 2nd Floor
 Washington, DC 20024

no later than 20 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, contract number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G.5 PAYMENT

In accordance with the Quick Payment Act, D.C. Official Code §2-221.02,, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.5.1 Quick Payment Act

The District will pay interest penalties on amounts due to the Contractor under the **Quick Payment Act, DC Official Code §2-221.01 et seq.**, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; **or**
- c) the 15th day after the required payment date for any other item.

- G.5.1.2. Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Assignments

- G.5.2.1 In accordance with 27 DCMR §3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.5.2.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____.(name and address of assignee).

G.5.3 **Payments to Subcontractors**

- G.5.3.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; **or**
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.5.3.2 The Contractor must pay any lower-tier subcontractor or supplier, interest penalties on amounts due to the subcontractor or supplier, beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; **or**
- c) the 15th day after the required payment date for any other item.

- G.5.3.3 Any amount of an interest penalty, which remains unpaid by the Contractor at the end of any 30-day period, shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.5.3.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the **Quick Payment Act** does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 **MODIFICATIONS**

Any changes, additions or deletions to this contract shall be made by written modification by the Agency Chief Contracting Officer only and no other. Any such changes, additions or deletions made to the contract by a CFSA or non-CFSA employee who is not an authorized Agency Chief Contracting Officer shall be deemed null and void.

G.7 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of referral by the Office of Clinical Practice/CFSA COTR. Such orders may be issued during the term of this contract.
- b) All referrals are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- c) If mailed, a referral is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- d) Within ninety (90) days of award of the contract(s), CFSA may reallocate Tutoring clients currently being served by a contractor in order to meeting the terms of the awarded contract(s).
- e) CFSA will allocate referrals (1) based on the minimum quantity specified in the contract, (2) on a rotational basis, and (3) as determined by CFSA taking into consideration the client service needs.

G.8 TUTORING REFERRAL PROCESS

When tutoring is approved for payment by the agency, it is intended to be a time-limited, goal-focused academic support service for school-aged children and youth enrolled in a general or special education program with a legal status of commitment.

The Innovative Family Support Services Administration within the Office of Clinical Practice has implemented a new process with regard to receiving tutoring referrals, reviewing them to make a determination about the appropriateness of service, and monitoring service provision to determine if re-authorization of tutoring services is necessary.

- A. Upon receipt of the tutoring referral, the Education Specialist (ES) will contact the referral source to assess the client's need for services and gather and review the appropriate supporting documents (i.e., report cards, progress reports, court order, IEP, psycho-educational evaluations, etc.).
- B. If tutoring is approved, the frequency, duration, and length of time of the service will depend upon the ES' review of the individual needs of students. Tutoring can be approved for as little as 30 days, but will not exceed the length of the academic school year.
- C. If tutoring is approved, the ES will draft the memorandum approving tutoring services which will indicate the start and end dates of service, as well as the date to review the child's progress with tutoring to determine if the service will continue.
- D. The ES will forward the e-Referral and the memorandum to the tutoring vendor, via e-mail, and copy the referral source, the supervisor, the Multi-Disciplinary Teaming (MDT) Supervisor, and the Clerical Assistant (CA) to the IFSS Administrator.

- E. The tutoring vendor shall e-mail the name of the assigned tutor to the ES within five days of approval.
- F. The tutoring vendor will conduct a preliminary assessment of the each student's academic needs and instructional requirements within five days of receipt of the referral. Results of the assessment must be forward to the ES within one week of completion.
- G. Based on the results of the assessment, the tutoring vendor will develop an Individualized Student Service Plan (ISSP), in consultation with the caregiver and the social worker, to identify the specific achievement goals for each student and a timetable for meeting those goals. The ISSP must be forwarded to the ES within one week of completion, which is to be no later than one week after the submission of the preliminary assessment to the ES.
- H. The tutoring vendor will develop an Individualized Learning Plan (ILP) which specifies the ISSP goals that are the current focus of tutoring sessions. The ILP will identify the objectives developed to measure the client's progress toward achievement of the goals, as well as the activities selected, materials used, and assessment tools associates with each learning objective. The ILP should be revised and updated based on the student's progress, as needed. The ILP must be forward to the ES within one week of completion, which is to be no later than one week after the submission of the ISSP.
- I. The tutoring vendor will submit a monthly progress report for each child no later than the five business days following the month when tutoring services were rendered. The monthly progress reports should identify the focus goals from the ILP, as well as objectives, activities, materials used, assessments, and the child's overall progress toward goal achievement. It is anticipated that if students are not making sufficient progress toward meeting objectives and achieving goals, the goals and objectives will be revised as needed. Therefore, tutoring vendors should not submit progress reports month after month with the same goals and the same supporting information.
- J. The ES will conduct a periodic tutoring service review at regular intervals to determine the child's progress toward achieving the goals of the ISSP, as well as the performance and participation of the tutor, foster parent, and social worker (if necessary). Based on the review, the ES will make a determination regarding re-authorization of tutoring services for another interval of service.

*****END OF SECTION G*****

SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 KEY PERSONNEL**

- H.1.1 There shall be no substitutions of the Key Personnel without prior written approval of the Contracting Officer. The Contracting Officer shall approve all key personnel proposed by the Contractor to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and replace Contractor personnel or subcontractor personnel.
- H.1.2 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE**H.2.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for CFSA that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (f) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of CFSA, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning CFSA or its employees.

- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.2.2

Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to protected information in a Designated Record Set, to CFSA or, as directed by CFSA, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.2.4 Obligations of CFSA

- (a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.2.5 Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by CFSA.

H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Section H.2 by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected information.
 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit CFSA to comply with the Privacy Rule.

H.3 WAY TO WORK AMENDMENT ACT OF 2006

- H.3.1 Except as described in H.7.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.3.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.
- H.3.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.3.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.
- H.3.5 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.3.6 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.3.7 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- H.3.8 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

*****END OF SECTION H*****

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of this Contract.

I.2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before they, any of their officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, and issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

I.3 SUBCONTRACTING

I.3.1 The Contractor shall not engage subcontractors to perform any of its responsibilities under this Contract without the prior written approval of the Contracting Officer.

I.3.2 Consent by the CFSA to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract.

I.3.3 The Contractor shall assure that all subcontracts approved by CFSA shall be consistent with the terms of this Contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.

I.3.4 For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract and who is an employee of the Contractor is considered Contractor Personnel (“Contractor Personnel”). For example, self-employed individuals, independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency etc., who perform any part of the work or requirements of this contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors. For purposes of this Contract, individuals and entities that perform services or provide goods under this Contract and are not included in the definition of “Contractor Personnel” under this paragraph shall be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.5 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.6 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

The Contractor shall sign a Confidentiality Agreement and shall abide by the information and security documents regarding the children and families in CFSA's care.

The Contractor's employees shall sign a Confidentiality Agreement upon request by CFSA.

I.7 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.8 RIGHTS IN DATA

I.8.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.8.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and Computer Software documentation. Technical data does not include Computer Software or financial, administrative, cost and pricing and management data or other information incidental to contract administration.

I.8.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers,

compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.8.4 The term "Computer Databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.8.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.8.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.8.6.1 Use the Computer Software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.8.6.2 Use the Computer Software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.8.6.3 Copy Computer Programs for safekeeping (archives) or backup purposes; and
 - I.8.6.4 Modify the Computer Software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.8.7 The restricted rights set forth in section I.8.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ **(Contractor's Name) and**

(ii) If the data is Computer Software, the related Computer Software documentation includes a prominent statement of the restrictions applicable to the Computer Software. The Contractor may not place any legend on the Computer Software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such Computer Software shall relieve the District of liability with respect to such unmarked software.

- I.8.8 In addition to the rights granted in Section I.8.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.8.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in Technical Data or Computer Software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.8.9 Whenever any data, including Computer Software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.8.9 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.8.10 For all Computer Software furnished to the District with the rights specified in Section I.8.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.8.5. For all computer software furnished to the District with the restricted rights specified in Section I.8.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.8.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.8.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.8.13 Paragraphs I.8.6, I.8.7, I.8.8, I.8.11 and I.8.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.11 HIPAA PRIVACY COMPLIANCE

I.11.1 Definitions

- (e) "Business Associate" shall mean the American Humane Association
- (f) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (g) "Designated Record Set" means:

1. A group of records maintained by or for CFSA that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

I.11.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

I.11.3

Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

I.11.4 *Obligations of CFSA*

- (e) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (f) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (g) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

I.11.5 Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

I.11.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (3) Except as provided in Section I.11.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (4) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

I.11.7 Miscellaneous

- (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section I.11.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

I.12 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.13 INSURANCE

- I.13.1 **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage, either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.13.2 **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
- I.13.3 **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; and \$2,000,000 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.
- I.13.4 **Commercial General Liability Insurance.** If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; and \$2,000,000 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.
- I.13.5 **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the

contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.13.6 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.13.7 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

I.13.8 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

I.13.9 **Sexual Abuse & Molestation**

Per Occurrence: \$1,000,000 + contract specific and Aggregate: \$1,000,000.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.13.10 **DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.13.11 **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.13.12 **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.14 EQUAL EMPLOYMENT OPPORTUNITY

I.14.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I.15 ORDER OF PRECEDENCE

Documents Incorporated by Order of Preference and Reference – a conflict in language shall be resolved by giving precedence to the document in the highest order of priority that

contains language addressing the issue in question. The following documents are incorporated into the contract by reference in the following order of preference:

- I.15.1 Sections A through I of this Contract.
- I.15.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services contracts, dated March 2007.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

J.1 INCORPORATED ATTACHMENTS

- J.1.1 LaShawn A V. Fenty Amended Implementation Plan, dated February 2007
- J.1.2 Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- J.1.3 Wage Determination No. 2005-2103 (REV) No. 8, dated May 26, 2009

J.2 INCORPORATED ATTACHMENTS (The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library, shall be completed and incorporated with the bid.)

- J.2.1 LSDBE Certification Package
- J.2.2 E.E.O. Information and Mayor's Order 85-85
- J.2.3 Office of Tax and Revenue Tax Certification Affidavit
- J.2.4 Department of Employment Services Tax Certificate Affidavit
- J.2.5 First Source Employment Agreement
- J.2.6 Cost/Price Data Package and Budget Information

*****END OF SECTION J*****

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

- K.1.1 The bidder, by checking the applicable box, represents that
- (a) It operates as:
- ___ a corporation incorporated under the laws of the State of: _____
- an individual,
- ___ a partnership,
- ___ a nonprofit organization, **or**
- ___ a joint venture.
- (b) If the bidder is a foreign entity, it operates as:
- ___ an individual,
- ___ a joint venture, **or**
- ___ a corporation registered for business in
- (Country) _____

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder Date: _____

Name: _____

Title: _____

Signature: _____

Bidder ___ has ___ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

(i) those prices

ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; **and**

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; **or**

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 WALSH-HEALEY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the **Walsh-**

Healey Public Contracts Act, as amended (41 U.S.C. §§35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (**41 CFR 50-202.2**) (**41 U.S.C. §40**). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (**see 41 CFR 50-202.3**) to the same extent that such employment is permitted under **Section 14 of the Fair Labor Standards Act (29 U.S.C. §214)**.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit and Tax Certificate Affidavit, incorporated herein as **Section J.2.3 and J.2.4**.

*****END OF SECTION K*****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L-2 PRE-BID CONFERENCE

- L-2.1 A pre-bid conference will be held from **10:00 - 12:00 Noon on Tuesday, October 27, 2009 in conference room B at 490 L'Enfant Plaza SW, Third Floor, Suite 3207-D, Washington, DC 20024**. Prospective Bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Bidders must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L-2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Bidders who are listed on the official Bidders' list as having received a copy of the solicitation. Answers will be posted on the CFSA website at www.cfsa.dc.gov, under *Contracting Opportunities*.

L.3 PREPARATION AND SUBMISSION OF BIDS

- L.3.1 Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-09-I-0004."**
- L.3.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid. The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.3.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.4 BID SUBMISSION DATE/TIME AND PUBLIC BID OPENING

Bids must be submitted no later than **2:00 PM (EST) local time on November 10, 2009, to:**

Child and Family Services Agency (CFSA)

**Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024**

A public bid opening will be held **2:00 PM (EST) local time on November 10, 2009 at:**

**Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 Hand Delivery or Mailing of Bids**DELIVER OR MAIL TO:**

**Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024**

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer to the following email address: cfsa.cpa@dc.gov. The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC 20024, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Tara Sigamoni of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004**. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; **or** (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of bidder;

L.14.2 Except for certifications required in section M, prior to award the bidder shall submit to the District a copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed **"Clean Hands Certification"** that is referenced in **DC Official Code §47-2862 (2001)**, if the

bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

- L.14.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below.

- L.15.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.15.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.15.3 Evidence of the necessary organization, staffing, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.15.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.15.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

*****END OF SECTION L*****

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**
- M.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.3 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

- M.3.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for bids submitted by the SBE in response to a Invitation for Bid (IFB)’s.

- M.3.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.3.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.3.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.3.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.3.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6 Vendor Submission for Preferences

- M.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.6.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**

- M.6.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.6.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001**

- M.6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

*****END OF SECTION M*****